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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**DEL MONTE FRESH PRODUCE N.A.,
INC,**

Plaintiff,

vs.

**ANA DISTRIBUTION, INC., a New York
corporation, and SUNG (SAM) G. KIM,
individually,**

Defendants.

CASE NO.: 1:07-cv-01887-DC

JUDGE CHIN

**GIUMARRA INTERNATIONAL
MARKETING, INC., a California
corporation,**

Plaintiff,

vs.

**ANA DISTRIBUTION, INC., a New York
corporation, SUNG (SAM) G. KIM,
MYONG K. KIM and OK T. KIM,
individually,**

Defendants.

CASE NO.: 1:07-cv-04665-DC

**PROPOSED CONSOLIDATED with
CASE NO.: 1:07-cv-01887-DC**

DECLARATION OF GEORGE GIUMARRA IN SUPPORT OF AMOUNT DUE

I, George Giumarra, declare and state the following:

1. I am an officer of Giumarra International Marketing, Inc. ("Giumarra").
2. I have been involved in attempting to collect Giumarra's unpaid invoices from ANA Distribution, Inc. ("ANA Distribution"), and in this capacity, I file this Declaration in support of the amount due from Defendants, ANA Distribution and Sung (Sam) G. Kim, Myong K. Kim, and Ok T. Kim (collectively referred to as the "Defendants").
3. I am authorized to make this Declaration on behalf of Giumarra and am competent to testify at trial regarding the statements made in this Declaration.
4. Giumarra is engaged in the business of buying and selling wholesale quantities of perishable agricultural commodities ("Produce") in interstate and foreign commerce.
5. Between February 12, 2005 and March 23, 2005, Giumarra sold to ANA Distribution in interstate commerce, and ANA Distribution purchased from Giumarra, Produce in the total amount of \$172,156.00.
6. Giumarra delivered the Produce to ANA Distribution and ANA Distribution accepted the Produce from Giumarra.
7. Giumarra gave written notice of intent to preserve trust benefits to ANA Distribution by including the statutory trust language, as set forth in 7 U.S.C. §499e(c)(4), on its invoice and by sending that invoice to ANA Distribution. Copies of the unpaid invoices are attached as Exhibit "A".

8. ANA Distribution failed to pay for the Produce despite Giumarra's repeated demands.

9. The invoices issued by Giumarra in connection with its produce sales to ANA Distribution contained provisions allowing for the recovery of attorneys' fees and pre-judgment interest in the event collection action is needed. See Exhibit "A".

10. There is now due by Defendants to Giumarra on the debt set forth in the Complaint, the sum of \$172,156.00, plus pre-judgment interest, costs, and attorneys' fees.

I declare, under penalty of perjury as set forth in 28 U.S.C. §1746, the foregoing statements to be true and correct.

A handwritten signature in black ink, appearing to read "George Giumarra", is written over a horizontal line.

George Giumarra
Officer of Giumarra International
Marketing, Inc.